



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, MNDCL-S, MNRL-S, FFL (Landlord)  
MNDCT, MNSD, FFT (Tenant)

### Introduction

This hearing was convened by way of conference call in response to cross applications for dispute resolution filed by the parties.

The Landlord filed the application January 28, 2021 (the “Landlord’s Application”). The Landlord applied as follows:

- For compensation for damage
- To recover unpaid rent
- For compensation for monetary loss or other money owed
- To keep the security deposit
- For reimbursement for the filing fee

The Tenant filed the application March 07, 2021 (the “Tenant’s Application”). The Tenant applied as follows:

- For compensation for monetary loss or other money owed
- For return of the security deposit
- For reimbursement for the filing fee

This matter came before me May 27, 2021 and an Interim Decision was issued May 28, 2021. This decision should be read with the Interim Decision.

The Landlord and Tenant appeared at the adjourned hearing.

A number of tenants had been named on the Tenant's Application. During the hearing, it was determined that the other tenants named were occupants and not tenants and that only the Tenant should be named on the Tenant's Application which is reflected in the style of cause.

The Tenant named the Landlord and Landlord's mother as landlords on the Tenant's Application. The parties disagreed about whether the Landlord's mother should be named as a landlord. The Landlord advised that his mother owns the rental unit but he dealt with the Tenant. The Landlord provided the full legal name of his mother and confirmed he was appearing for his mother.

I accept that the Landlord's mother is properly named on the Tenant's Application given the Landlord's mother owns the rental unit and therefore is a "landlord" as defined in section 1 of the *Residential Tenancy Act* (the "*Act*"). I have included the Landlord's mother in the style of cause.

In the Interim Decision, the Landlord was ordered to upload a Monetary Order Worksheet setting out how he arrived at the \$500.00 requested for compensation for damage caused by the Tenant, their pets or guests to the unit or property. I stated in the Interim Decision:

The Monetary Order Worksheet should set out how the Landlord arrived at the \$500.00 requested for compensation for damage caused by the tenant, their pets or guests to the unit or property. It would also be helpful for the Monetary Order Worksheet to include the \$6,000.00 claim for compensation for monetary loss or other money owed, \$1,800.00 claim for unpaid rent and \$100.00 claim for the filing fee. I note that the Landlord is limited to the amounts claimed in the Landlord's Application and therefore the Monetary Order Worksheet should show how the Landlord arrived at the \$8,400.00 claimed and should not include further claims or amounts.

The Landlord submitted a Monetary Order Worksheet exceeding \$500.00 for compensation for damage caused by the Tenant, their pets or guests to the unit or property. I told the Landlord he could choose which claims he wanted to proceed with up to \$500.00 and that the remainder would be dismissed without leave to re-apply or the request could be dismissed with leave to re-apply and the Landlord could apply again for the correct amount sought. The Landlord chose to proceed with the following requests:

- \$320.00 for cleaning
- \$25.00 for cleaning supplies
- \$130.62 for painting
- \$152.70 for locks

I told the Landlord I would consider the above up to \$500.00. The remaining requests set out in the Monetary Order Worksheet are dismissed without leave to re-apply.

The Tenant had filed an amendment to the Tenant's Application despite the Interim Decision stating the following:

The Tenant asked to add further claims to the Tenant's Application. I did not allow this. The hearing for this matter was set for May 27, 2021 and the parties should have amended the Applications at least 14 days before this date if there were further claims they wished to make. The adjournment is due to an administrative error and is not an opportunity for the parties to change the Applications. For clarity, neither party is permitted to amend their application further.

I told the Tenant I would not allow the amendment and the Tenant could either proceed with the original request for \$6,264.23 or withdraw the Tenant's Application and file a new Application for Dispute Resolution for the correct amount. The Tenant sought to proceed with the original request for \$6,264.23.

I explained the hearing process to the parties. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the "Rules"). The parties provided affirmed testimony.

The Landlord testified that he sent the hearing package and his evidence to the Tenant by email as ordered in the Interim Decision. The Tenant acknowledged receipt of the Landlord's evidence. As stated in the Interim Decision, I was satisfied of service of the hearing package and Landlord's evidence at the hearing on May 27, 2021.

The Landlord had uploaded new evidence and sent it to the Tenant on June 15, 2021 and June 19, 2021. As stated in the Interim Decision, new evidence had to be served on the Tenant no later than June 14, 2021. Given the Landlord's new evidence was not served in accordance with the direction in the Interim Decision, it was excluded.

The Tenant had submitted new evidence. The Tenant testified that the evidence was posted on the Landlord's door on June 03, 2021. The Landlord said he threw the package away because police told him to and that the method of service was not permitted.

Pursuant to section 88(g) of the *Act*, the Tenant was permitted to serve the Landlord by posting her evidence on the Landlord's door. I am satisfied the Tenant did post her evidence on the Landlord's door because the Landlord acknowledged a package was posted to his door. Pursuant to section 90(c) of the *Act*, the Landlord is deemed to have received the evidence June 06, 2021. The Tenant complied with the Interim Decision in relation to the timing of service. I admitted the Tenant's new evidence.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered the admissible documentary evidence and all oral testimony of the parties. I will only refer to the evidence I find relevant in this decision.

#### Issues to be Decided

##### ***Landlord's Application***

1. Is the Landlord entitled to compensation for damage to the rental unit?
2. Is the Landlord entitled to recover unpaid rent?
3. Is the Landlord entitled to compensation for monetary loss or other money owed?
4. Is the Landlord entitled to keep the security deposit?
5. Is the Landlord entitled to reimbursement for the filing fee?

##### ***Tenant's Application***

6. Is the Tenant entitled to compensation for monetary loss or other money owed?
7. Is the Tenant entitled to return of the security deposit?
8. Is the Tenant entitled to reimbursement for the filing fee?

Background and Evidence

The Landlord sought the following compensation:

Item	Description	Amount
1	Damage	\$500.00
2	\$320.00 cleaning	
3	\$25.00 cleaning supplies	
4	\$130.62 painting	
5	\$152.70 locks	
6	Causing Landlord anxiety and loss of sleep	\$6,000.00
7	Rent	\$1,800.00
8	Filing fee	\$100.00
	<b>TOTAL</b>	<b>\$8,400.00</b>

The Tenant sought the following compensation:

Item	Description	Amount
1	"mum body issue"	\$73.07
2	"mum body issue"	\$80.00
3	"mum body issue further treatment"	\$2,000.00
4	"[child] body issue further treatment"	\$3,000.00
5	Notices from family doctor	\$20.00
6	Rent for mailbox	\$78.75
7	Mail for notices	\$12.41
8	Filing fee	\$100.00
	<b>TOTAL</b>	<b>\$5,364.23</b>

The parties agreed on the following. There is no written tenancy agreement in this matter. The Tenant moved into the rental unit November 28, 2020. The parties agreed to a fixed term tenancy from November of 2020 to March of 2021. Rent was \$1,800.00 per month due on the 28<sup>th</sup> day of each month. The Tenant paid a \$900.00 security deposit.

The parties agreed the Tenant moved out of the rental unit January 28, 2021.

The Tenant testified that she provided the Landlord with her forwarding address by mail January 31, 2021 and referred to a photo in evidence.

The Landlord acknowledged receipt of the letter referred to by the Tenant on February 03, 2021 but took the position that he did not know it was a forwarding address because it does not state it is a forwarding address.

The parties agreed the package sent to the Landlord January 31, 2021 and received February 03, 2021 included the letter referred to as well as keys to the rental unit.

The parties agreed the Landlord did not have an outstanding monetary order against the Tenant at the end of the tenancy.

The parties agreed the Tenant did not agree in writing at the end of the tenancy that the Landlord could keep some or all of the security deposit.

The parties agreed no move-in inspection was done and the Tenant was not provided two opportunities, one on the RTB form, to do a move-in inspection. The parties agreed no Condition Inspection Report was completed on move-in.

The parties agreed no move-out inspection was done. The Landlord testified that he did provide the Tenant two opportunities, one on the RTB form, to do a move-out inspection. The Landlord said he had not submitted a copy of the RTB form. The Landlord testified that no Condition Inspection Report was completed on move-out. The Tenant denied that the Landlord provided the Tenant two opportunities, one on the RTB form, to do a move-out inspection.

The Landlord submitted that the Tenant abandoned the rental unit. At first, the Landlord testified that the first time he heard the Tenant was moving out was on January 28, 2021. The Landlord testified that the Tenant just disappeared and did not return the keys to the rental unit.

The Tenant testified that she sent the Landlord a text message on December 16, 2020 about moving out of the rental unit on January 28, 2021. The Tenant testified that the Landlord brought a new tenant to look at the rental unit January 09, 2021.

In reply, the Landlord said he had misunderstood and agreed that the Tenant sent a text message on December 16, 2020 about moving out January 28, 2021.

***Landlord's Application***

***\$320.00 cleaning***

***\$25.00 cleaning supplies***

The Landlord testified that he had to clean the entire rental unit at the end of the tenancy. The Landlord testified that there was mold growing around the window and rust on the heater. The Landlord testified that he and his mother cleaned the rental unit for eight hours.

The Tenant testified that she cleaned the rental unit at the end of the tenancy. The Tenant testified that the mold around the window was there at the start of the tenancy and could not be cleaned because it had been there for a long time. The Tenant pointed to photos in evidence to support her position.

***\$130.62 painting***

The Landlord testified as follows. There was an oil stain on the kitchen wall at the end of the tenancy. The photos in evidence show the oil stain. The wall was freshly painted before the Tenant moved in. The Landlord painted the wall. The amount claimed is for the Landlord's time and the materials needed to paint. It took three to four hours to paint the wall. The Landlord also painted the bathroom and bedroom because there were dents and markings on the walls at the end of the tenancy.

The Tenant testified that every wall of the rental unit was clean at the end of the tenancy and pointed to photos in evidence to support this.

***\$152.70 locks***

The Landlord testified that he had to change the locks to the rental unit because the Tenant kept the keys to the rental unit and because the Tenant broke one of the locks.

The Tenant denied that a lock was broken. The Tenant testified that the Landlord told her she could keep the keys to the rental unit.

In reply, the Landlord denied telling the Tenant she could keep the keys to the rental unit.

***Causing Landlord anxiety and loss of sleep \$6,000.00***

The Landlord sought compensation for the Tenant causing the Landlord anxiety and loss of sleep during the tenancy due to the Tenant bringing unwanted visitors to the rental unit, yelling and pounding on doors. The Landlord relied on a breach of section 28 of the *Act* for this compensation request.

The Tenant denied bringing unwanted visitors to the rental unit. The Tenant agreed she yelled during the tenancy and said this was because the Landlord would kick the door. The Tenant denied pounding on doors during the tenancy.

***Rent \$1,800.00***

The Landlord sought February rent. The Landlord sought this compensation for the Tenant ending the fixed term tenancy early. The Landlord also sought this compensation because the Tenant did not return the keys to the rental unit. The Landlord testified that he had someone interested in renting the unit for February in October, prior to the start of the tenancy. The Landlord testified that he posted the rental unit for rent in December when he learned the Tenant was moving out. The Landlord pointed out that the Tenant acknowledged that a potential tenant came to see the rental unit January 09, 2021. The Landlord testified that he posted the unit for rent for \$1,800.00 per month. The Landlord testified that he re-rented the unit March 01 or 02, 2021 and referred to a tenancy agreement and cheque in evidence to support this.

The Tenant pointed out that she gave the Landlord 45 days notice about moving out. The Tenant testified that the Landlord had a backup key for the rental unit.

***Tenant's Application***

***"mum body issue" \$73.07***

***"mum body issue" \$80.00***

***"mum body issue further treatment" \$2,000.00***

***"[child] body issue further treatment" \$3,000.00***

***Notices from family doctor \$20.00***

The Tenant testified as follows. The above compensation is being sought due to the condition of the rental unit and resulting health issues experienced by her mother and child. The rental unit was a horrible environment. There was mold in the rental unit. Her mother experienced skin issues due to the mold in the rental unit. The mold caused



her daughter's asthma to get worse. The Landlord kicked the door and yelled during the tenancy which caused everyone stress. Her children could not sleep due to the Landlord kicking the door and yelling and this caused her children anxiety. The first four claims outlined above are for medication costs. The last claim is for the cost of getting a doctor's note for the hearing.

The Landlord denied the allegations of the Tenant and submitted that they are not based on any evidence and that the Tenant is not telling the truth.

***Rent for mailbox \$78.75***

The Tenant testified that the Landlord was yelling all of the time so she could not provide her new address and had to rent a mailbox to get her security deposit back.

***Mail for notices \$12.41***

The Tenant testified that this claim is for the cost of sending her forwarding address and the keys to the rental unit back to the Landlord.

Both parties submitted documentary evidence which I have reviewed.

**Analysis**

Pursuant to rule 6.6 of the Rules, it is the applicant who has the onus to prove their claim. The standard of proof is on a balance of probabilities meaning it is more likely than not the facts occurred as claimed.

When one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

***Security deposit***

Under sections 24 and 36 of the *Act*, landlords and tenants can extinguish their rights in relation to the security deposit if they do not comply with the *Act* and *Residential Tenancy Regulation* (the "*Regulations*"). Further, section 38 of the *Act* sets out specific requirements for dealing with a security deposit at the end of a tenancy.

Based on the testimony of both parties about a move-in inspection, I find the Tenant did not extinguish her rights in relation to the security deposit pursuant to section 24 of the *Act*.

I do not accept that the Landlord provided the Tenant with two opportunities, one on the RTB form, to do a move-out inspection. The Tenant denied this. I would expect to see the Notice of Final Opportunity to Schedule a Condition Inspection form in evidence along with evidence of providing this to the Tenant if this was done. The Landlord has not provided such evidence. In the circumstances, I am not satisfied the Tenant extinguished her rights in relation to the security deposit pursuant to section 36 of the *Act*.

It is not necessary to determine whether the Landlord extinguished his rights in relation to the security deposit pursuant to sections 24 or 36 of the *Act* as extinguishment only relates to claims for damage to the rental unit and the Landlord has claimed for cleaning, anxiety, loss of sleep and rent.

Based on the testimony of both parties, I find the tenancy ended January 28, 2021 when the Tenant moved out of the rental unit.

Based on the testimony of both parties, and the photo in evidence, I find the Tenant provided the Landlord with a forwarding address in writing on January 31, 2021 and that the Landlord received this on February 03, 2021. I do not accept that the letter received by the Landlord is not sufficient as a forwarding address because the Tenant asked for the return of the security deposit to the address provided. I find it reasonable to conclude from the letter that the address is a forwarding address.

Pursuant to section 38(1) of the *Act*, the Landlord had 15 days from the later of the end of the tenancy or the date the Landlord received the Tenant's forwarding address in writing to repay the security deposit or claim against it. The Landlord had 15 days from February 03, 2021 to repay the security deposit or claim against it. The Landlord's Application was filed January 28, 2021, prior to February 03, 2021. I find the Landlord complied with section 38(1) of the *Act*.

## ***Compensation***

Section 7 of the *Act* states:

7 (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Policy Guideline 16 deals with compensation for damage or loss and states in part the following:

It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

## ***Landlord's Application***

***\$320.00 cleaning***

***\$25.00 cleaning supplies***

Section 37 of the *Act* states:

(2) When a tenant vacates a rental unit, the tenant must

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear...

The parties disagreed about whether the rental unit was left clean at the end of the tenancy.

The Landlord's photos do not support that the rental unit was not left reasonably clean at the end of the tenancy other than in relation to mold around a window and oil stains on the kitchen wall.

The Tenant acknowledged there was mold around a window in the rental unit at the end of the tenancy and therefore I accept that there was. I accept based on the photos of the Landlord that the mold could have been wiped up at the end of the tenancy. I am satisfied the Tenant breached section 37 of the *Act* by not wiping up the mold. I am satisfied the Landlord or his mother had to wipe up the mold. However, based on the Landlord's photos, I am only satisfied that cleaning the mold would have taken less than half an hour as the mold, and area it covers, is not extensive. The average rate for cleaning is \$20.00 to \$25.00 per hour. Considering the cost of some cleaning supplies, I award the Landlord \$25.00 for cleaning in relation to the mold.

The parties disagreed about whether the Tenant left oil stains on the kitchen wall. The Landlord submitted photos of the oil stains. The Tenant submitted photos that tend to support her position that there were no oil stains. Neither party has submitted photos that are time or date stamped such that I can confirm when they were taken. The Landlord did not do a move-in or move-out inspection as required by the *Act* and therefore there is no Condition Inspection Report before me. This is the Landlord's Application and the Landlord has the onus to prove the claim. In the circumstances, I am not satisfied the Landlord has proven that the Tenant left oil stains on the kitchen wall at the end of the tenancy. Given this, I am not satisfied the Landlord has proven a breach regarding oil stains and therefore I decline to award the Landlord compensation for cleaning or painting in relation to oil stains.

### ***\$130.62 painting***

The decision in relation to oil stains is set out above. The Landlord also testified that he painted the bathroom and bedroom because there were dents and markings on the walls at the end of the tenancy. The Tenant denied that there were issues with the walls at the end of the tenancy. The Landlord submitted one photo of a wall in the rental unit stating it shows scratches. I cannot see scratches in the photo. If there are scratches shown in the photo, I find that they are reasonable wear and tear given they are not visible or are barely visible. The Landlord has not submitted any other photos or evidence of damage to walls. In the absence of further evidence, I am not satisfied the

Tenant damaged walls beyond reasonable wear and tear or breached the *Act* in this regard. I therefore decline to award the Landlord compensation for painting.

**\$152.70 locks**

Section 37 of the *Act* states:

(2) When a tenant vacates a rental unit, the tenant must...

(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

I accept that the Tenant did not give the keys to the rental unit back January 28, 2021 when the Tenant moved out of the rental unit because the parties agreed on this. I find the Tenant was required to give the keys back on January 28, 2021 when the Tenant moved out of the rental unit pursuant to section 37(2)(b) of the *Act*. I do not accept that the Landlord told the Tenant she could keep the keys. The parties disagreed about this. It does not accord with common sense that the Landlord would let the Tenant keep the keys to the rental unit. I would expect to see some documentary evidence to support that the Landlord told the Tenant she could keep the keys. The Tenant has not provided such evidence. Further, the Tenant did return the keys February 03, 2021 which tends to support that the Landlord did not tell the Tenant she could keep the keys. In the circumstances, I am satisfied the Tenant breached section 37(2)(b) of the *Act*.

I do not accept that the Tenant broke a lock as the parties disagreed about this and the Landlord has not submitted any documentary evidence to support his position.

I am satisfied the Landlord had to change the locks to the rental unit given the Tenant's breach. The Landlord has submitted two Order Details for locks, one ordered November 30, 2020 and one delivered February 22, 2021. The cost of the two Order Details does not equal \$152.70 and it is not clear how the Landlord came to this amount. Further, the Order Detail from November 30, 2020 could not have been due to the Tenant not returning the keys as this was at the start of the tenancy. In the circumstances, I award the Landlord the \$102.70 for the second Order Delivery for a lock delivered February 22, 2021.

***Causing Landlord anxiety and loss of sleep \$6,000.00***

Section 28 of the *Act* states:

28 A **tenant** is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [landlord's right to enter rental unit restricted];
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

The Landlord cannot claim for compensation for a breach of section 28 of the *Act* given the Landlord is not a tenant. The Landlord did not point to any other breach of the *Act*, *Regulations* or tenancy agreement by the Tenant in relation to this claim and therefore has failed to prove he is entitled to the compensation sought.

***Rent \$1,800.00***

The parties agreed this was a fixed term tenancy from November of 2020 to March of 2021. The parties agreed the Tenant moved out of the rental unit January 28, 2021. I accept that the Tenant breached section 45(2) of the *Act* by ending the fixed term tenancy early.

The parties agreed the Tenant told the Landlord December 16, 2020 that she was moving out of the rental unit January 28, 2021 and therefore I accept that the Landlord had one-and-a-half month's notice of the Tenant moving out.

The Landlord was required to mitigate his loss. In these circumstances, mitigating loss would have included trying to re-rent the unit for February. The Landlord has not submitted any documentary evidence showing that he posted the rental unit for rent around December 16, 2020, where it was posted for rent or how much rent was in the

posting. In the circumstances, the Landlord has failed to prove he mitigated his loss in relation to February rent.

I am not satisfied that the Tenant returning the keys to the rental unit February 03, 2021 entitles the Landlord to February rent. The parties agreed the Tenant moved out of the rental unit January 28, 2021. The Landlord testified that he had to change the locks to the rental unit because the Tenant did not return the keys to the rental unit. The Landlord could have changed the locks on January 28, 2021 once the Tenant had moved out if the Landlord had tenants ready and willing to move into the rental unit for February. I do not accept that the delay in the Tenant returning the keys resulted in loss of rent for February.

In the circumstances, I am not satisfied the Landlord is entitled to February rent.

### ***Filing Fee***

Given the Landlord was partially successful in the Landlord's Application, I award the Landlord \$100.00 as reimbursement for the filing fee pursuant to section 72(1) of the Act.

### ***Tenant's Application***

***"mum body issue" \$73.07***

***"mum body issue" \$80.00***

***"mum body issue further treatment" \$2,000.00***

***"[child] body issue further treatment" \$3,000.00***

The Tenant sought the above compensation based on the condition of the rental unit, mold in the rental unit and the Landlord kicking the door and yelling during the tenancy. The Landlord denied the allegations of the Tenant.

The evidence submitted by the Tenant does not show that the rental unit was in horrible condition or was a horrible environment. Further, the Tenant has not submitted any medical evidence linking the condition of the rental unit to the health and medical issues mentioned.

As stated, the mold in the rental unit is the type of mold the Tenant should have wiped up during the tenancy. Any issues resulting from the mold are not the fault of the

Landlord. Further, the Tenant has not submitted any medical evidence linking the mold in the rental unit to the health and medical issues mentioned.

The Tenant has not submitted any evidence to support her testimony about the Landlord's behaviour during the tenancy. Further, the Tenant has not submitted any medical evidence linking the alleged behaviour of the Landlord to the health and medical issues mentioned.

In the circumstances, the Tenant has failed to prove a breach of the *Act, Regulations* or tenancy agreement by the Landlord and has failed to prove she is entitled to the compensation sought.

***Notices from family doctor \$20.00***

Parties are not entitled to recover costs associated with obtaining evidence for these hearings.

***Rent for mailbox \$78.75***

As stated, the Tenant has not submitted any evidence to support her testimony about the Landlord's behaviour during the tenancy. In the circumstances, the Tenant has failed to prove a breach of the *Act, Regulations* or tenancy agreement by the Landlord and has failed to prove she is entitled to the compensation sought.

***Mail for notices \$12.41***

Parties are not entitled to recover costs associated with corresponding during the tenancy. Further, there is no breach of the *Act, Regulations* or tenancy agreement by the Landlord in relation to this claim. I also note that the Tenant could have provided the forwarding address and keys to the Landlord in person and thus mitigated the loss claimed.

***Filing fee***

Given the Tenant was not successful in the Tenant's Application, the Tenant is not entitled to reimbursement for the filing fee.



### **Summary**

The Landlord is entitled to the following compensation:

<b>Item</b>	<b>Description</b>	<b>Amount</b>
1	Damage	
2	cleaning	\$25.00
3	cleaning supplies	-
4	painting	-
5	locks	\$102.70
6	Causing Landlord anxiety and loss of sleep	-
7	Rent	-
8	Filing fee	\$100.00
	<b>TOTAL</b>	<b>\$227.70</b>

The Tenant is entitled to the following compensation:

<b>Item</b>	<b>Description</b>	<b>Amount</b>
1	"mum body issue"	-
2	"mum body issue"	-
3	"mum body issue further treatment"	-
4	"[child] body issue further treatment"	-
5	Notices from family doctor	-
6	Rent for mailbox	-
7	Mail for notices	-
8	Filing fee	-
	<b>TOTAL</b>	<b>-</b>

The Landlord holds the Tenant's \$900.00 security deposit. The Landlord can keep \$227.70 of the security deposit pursuant to section 72(2) of the *Act*. The Landlord must return the remaining \$672.30 to the Tenant and the Tenant is issued a Monetary Order in this amount.

### **Conclusion**

The Landlord is entitled to \$227.70 in compensation. The Tenant is not entitled to compensation. The Landlord can keep \$227.70 of the \$900.00 security deposit. The Landlord must return the remaining \$672.30 to the Tenant and the Tenant is issued a Monetary Order in this amount. If the Landlord does not return \$672.30 to the Tenant,

this Order must be served on the Landlord. If the Landlord fails to comply with this Order, it may be filed in the Small Claims division of the Provincial Court and enforced as an order of that court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: July 21, 2021

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Residential Tenancy Branch